

# CITY OF ST. CHARLES



ST. CHARLES  
S I N C E 1 8 3 4

## REQUEST FOR BID

For The  
City of St. Charles, Illinois

Project:  
Bolt Replacement Program

February 13, 2014

## **SECTION 00030**

### **ADVERTISEMENT FOR BIDS**

#### **PART 1 GENERAL**

##### **1.1 Receipt of Bids**

- A. Sealed bids will be received by the City of St. Charles for the project entitled "Annual Water System Valve Bolt Replacement Project – City of St. Charles, Illinois" until 10:00 a.m. on Friday, March 14, 2014. The sealed bids will be publicly opened and read aloud immediately afterwards in the City Council Chambers, on the same date. Sealed bids shall be addressed to the City of St. Charles Purchasing Department, 2 East Main Street, St. Charles, Illinois 60174 and shall be labeled "Bid for Annual Water System Valve Bolt Replacement Project – City of St. Charles."
- B. Bidders will be required to comply with the President's Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in 41 CFR 60-4.

##### **1.2 Work Description**

- A. The proposed improvement consists primarily of the following:

The annual replacement of bolts of individual water system and hydrant auxilliary valves located throughout the City of St. Charles including the excavation, restoration and traffic control and protection necessary for valve access.

##### **1.3 Document Inspection and Procurements**

- A. The Contract Documents may be inspected at the following location.

- 1. City of St Charles  
200 Devereaux Way  
St. Charles, Illinois 60174  
630.377.4405

Contract Documents are available for download at the City Website- [stcharlesil.gov](http://stcharlesil.gov).  
Addenda will be issued only thru the website posting.

##### **1.4 Mandatory Pre-Bid Conference**

This section has been intentionally left blank.

##### **1.5 Wage Rates**

- A. All work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, Illinois Compiled Statutes, 1987, Chapter 820, par. 130/31, et. seq, and as amended by Public Acts 86-799 and 86-693 and current City ordinance, with rates to be paid in effect at time work is performed. Contractors shall submit monthly certified payroll records to the City. Contractors shall submit acceptable insurance certificate to the City prior to performing work.
- B. Prevailing Wage Rates as defined by the Illinois Department of Labor for Kane County shall apply to this contract. Rates can be obtained online at <http://www.state.il.us/agency/idol/rates/rates.HTM>

1.6 Rejection of Bids

- A. The Owner expressly reserves the right to reject any or all bids or to accept the bid, which appears to be in the best interest of the Owner. The Owner expressly reserves the right to waive any informalities or technical irregularities in a bid if to do so is in the best interest of the Owner.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014

City of St. Charles, Illinois

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Michael Shortall  
Purchasing Manager

END 00030

## **SECTION II**

### **INFORMATION TO BIDDERS**

1. **GENERAL CONDITIONS:**

- A. Bids shall be submitted in a sealed envelope, inserted in a larger sealed envelope. Both envelopes shall be clearly marked with the word "Bid", and the name of the project or subject of the bid. (Sec. 2.33.200A of the St. Charles Municipal Code). The outer envelope shall be addressed "Purchasing Manager, City of St. Charles, Two East Main Street, St. Charles, IL 60174." Include a return address on both envelopes. Bids received after the specified time and date will be returned unopened. Bids shall be on City of St. Charles bid form and shall be returned attached to the original specification sheets. Copies are not acceptable. **All bids submitted are binding for sixty (60) calendar days following the date of the bid opening.**
- B. All bid proposals must be signed with the firm name and by an authorized officer or employee of the company. One bid per bidder is allowed.
- C. The award of bids shall be made, after determination of the successful bidder by the City Council, by issuance of a City purchase order from the City of St. Charles purchasing manager to the successful bidder.
- D. The City of St. Charles reserves the right to waive minor specification deviations and reject any or all bids, and to accept the bid, which is in the opinion of the City Council, the lowest conforming bid from a responsible bidder as defined by state law and Sec. 2.33.230 of the St. Charles Municipal Code.
- E. All bids must be quoted on the basis of delivery to the City storeroom, 200 Devereaux Way in St. Charles, IL. The price shall be stated in units and bids made on each item separately. In case of conflict, the unit price shall govern. The City reserves the right to award the bid in aggregate or on individual items.
- F. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful bidder.
- G. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful bidder. The City of St. Charles is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, Federal Excise Tax, and Municipal Retailer's Occupation Tax.

The Illinois Department of Revenue tax exempt form can be obtained through the City of St. Charles Office of Purchasing.

The winning bidder will be required to complete the requested information included on this form. It is the purpose of this document to allow the winning bidder to purchase items for the bid project, tax free. It is the intent that the contractor will include the savings into the bid or quote.

Contractors will be responsible for utilizing this tax exempt form in a legal and responsible way. The contractor must sign a certification that the tax exempt form will be solely used for the purpose stated above. Abuse of the City's tax exempt status to avoid sales tax liability on other contractor purchases shall not be tolerated and may disqualify the contractor from being awarded future City contracts or business.

- H. Material is to be delivered on a flatbed trailer and ready to be unloaded from the side of the trailer without driving a forklift onto the trailer. Advance notice of 48 hours is required by calling 630-377-4421. Deliveries can be made to the City between the hours of 7:00 a.m. - noon and 12:30 p.m. - 3:30 p.m.
- I. Each bidder shall make an accurate statement in the proposal of the smallest number of calendar days in which delivery can be made after placement of the order.
- J. Any firm bidding this/these unit(s) must have a full service shop which includes parts and service mechanics capable of making any adjustments or repairs as may be required. The firm must also have service truck capabilities.
- K. Materials will be paid within 30 days of receipt/acceptance of same and receipt of invoice, or if a discount is allowed and is advantageous to the City, within five (5) days of receipt/acceptance of same and receipt of the invoice. Bids will be evaluated on both thirty (30) day and discount pricing.

REQUIRED \_\_\_\_\_ NOT REQUIRED   X   \_\_\_\_\_

- L. Travel time (incl. on-site repairs and/or pick up and delivery) is included within the labor or service warranty.

REQUIRED   X   \_\_\_\_\_ NOT REQUIRED \_\_\_\_\_

2. **MATERIALS:**

Only new, unused, first quality material and/or equipment shall be offered by the bidder.

3. **BID RESULTS:**

The bidder must supply a self-addressed, stamped envelope for obtaining bid results. **NO** bid results will be given by telephone.

4. **ADDENDUM**

Any interpretation of the specifications will be mailed to each bidder receiving a set of the bid documents. Bidders shall acknowledge receipt of such addendum by returning the addendum form.

5. **BID DEPOSIT**

A 10% bid deposit (certified check, cashier's check, or bank draft) or bid bond is required to accompany this bid. Failure to do so will eliminate the bid.

REQUIRED \_\_\_\_\_ NOT REQUIRED   X  

6. **PERFORMANCE BOND**

A performance bond in the amount of 100% of the bid submitted is required within ten (10) calendar days of acceptance of the bidder's proposal by the City.

The performance bond of the successful bidder shall have a minimum "A" rating as defined in Best's Key Rating Guide, be conditioned on the faithful performance of the requirements of the contract, and shall have as surety a corporate surety authorized to act as such in Illinois. The performance bond shall cover payment for all labor and material, and insure completion of the project. The bidder will be responsible for all claims for injuries to persons or damages to property or premises arising out of or in connection with his or her operations prior to the acceptance of the finished work or supplies, and that he or she will promptly make payments to all persons supplying him or her or them with labor or materials in the prosecution of the work provided for in the contract; and shall guarantee to indemnify and save the City and its officers and employees harmless from all costs, damages, and expenses arising out of or by reason of the bidder's failure to comply and perform the work and complete the contract in accordance with the specifications.

The performance bond shall be in conformance with the requirements of the Illinois Act in relation to bonds of bidders entering into contracts for public construction. (Illinois Compiled Statutes Ch. 30, Sec. 550/1, et seq.)

REQUIRED \_\_\_\_\_ NOT REQUIRED   X  

7. **GENERAL GUARANTY**

The bidder agrees to (a) hold the City, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article, or appliance furnished or used in the performance of the contract in which the bidder is not the patentee, assignee, licensee, or owner; (b) protect the City against latent defective material or workmanship and to repair or replace any damages or marring occurring in transit or delivery; (c) pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, and rules of the City and

State of Illinois; (d) indemnify City against all claims for personal injury, death, and/or property damage arising out of the project.

8. **ASSIGNMENT**

Assignment of this contract or any part thereof, or any funds to be received thereunder by the bidder shall be subject to the approval of the City of St. Charles.

9. **DEFAULT**

The contract may be cancelled or annulled by the purchasing manager in whole or in part by written notice of default to the bidder upon nonperformance or violation of contract terms. An award may be made to the next lowest bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting bidder (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices. The bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the bidder to deliver materials or services within the time stipulated on his or her bid, unless extended in writing by the purchasing manager, shall constitute contract default.

10. **INSURANCE**

Detailed insurance requirements are included under City of St. Charles Insurance Requirements for Bidders.

The bidder **shall** secure and maintain in effect at all times, at his or her expense, insurance of the following kinds and limits to cover all locations of the bidder's operations in connection with work on his or her company's projects, naming the City of St. Charles as an additional insured. The bidder shall furnish Certificates of Insurance to the City before starting construction or within 10 days after the execution of the contract, whichever date is reached first. All insurance policies shall include a non-cancellation clause provision preventing cancellation without 30 days written prior notice to the City. In case of insurance cancellation, bidder shall obtain a new insurance policy in compliance with this paragraph prior to the effective date of cancellation.

Certificates of insurance must be completed on the ACCORD 25-S form, with the cancellation clause revised and revisions initialed. An example is enclosed.

REQUIRED \_\_\_\_\_X\_\_\_\_\_ NOT REQUIRED \_\_\_\_\_

For this specific project, the City of St. Charles is requiring a liability umbrella of \$ 5,000,000 (aggregate for this project).

REQUIRED \_\_\_\_\_ NOT REQUIRED \_\_\_\_\_ X \_\_\_\_\_

11. **CERTIFICATE OF COMPLIANCE**

All bidders are required to complete the Certificate of Compliance (attached) as per the Illinois Compiled Statutes Ch. 65, Sec. 11-42.1-1, which will be returned with the bid.

12. **HEALTH AND SAFETY ACT**

All work under this contract shall comply with the Occupational Safety and Health Act (OSHA) of 1975, and all other federal, state or local statutes, rules or regulations affecting the work done under the contract.

13. **PREVAILING WAGE RATE**

To the extent as required by law, contractors shall comply with the Illinois Prevailing Wage Act, 820 ILCS 130/01 (the "Act") and the current City of St. Charles Ordinance with rates to be paid, in effect at the time work is performed in the County where the work is performed. The successful bidder is responsible for posting and issuing current rates to its employees and subcontractors. Current rates are available through the Illinois Department of Labor's website at <http://labor.illinois.labor.gov/>.

The successful bidder and each subcontractor shall submit monthly, in person, by mail, or electronically, a certified payroll to the City of St. Charles. The certified payroll shall consist of records of all laborers, mechanics, and other workers employed by them on the project. The records shall include each worker's name, address, telephone number (when available), the last four digits of the worker's social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day. The certified payroll shall be accompanied by a statement signed by the bidder or subcontractor which avers that:

- A. Such records are true and accurate;
- B. The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- C. The bidder or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

The City of St. Charles is required to keep the certification records submitted for a period of not less than five years. Furthermore, these records, except an



employee's address, telephone number, and social security number, shall be made available in accordance with the Freedom of Information Act.

14. **EXECUTION OF CONTRACT, INSURANCE AND PERFORMANCE BOND**

The successful bidder, within ten (10) business days after acceptance of the bidder's offer by the City, shall execute all requested contract documents, supply satisfactory evidence of required insurance, and furnish a satisfactory performance bond when required by the bid documents. In the event that the bidder fails to furnish required documents, insurance, and performance bond within ten (10) business days after acceptance of the bidder's offer by the City, then the City's acceptance of the offer shall automatically terminate, and the bid deposit of the bidder shall be retained by the City as reimbursement for administrative costs.

15. **RELEASE OF BID DEPOSITS**

Within a reasonable time after the bid opening, bid deposits of all except the three lowest responsible bidders will be released. The remaining deposits will be released after the successful bidder has executed the contract documents and furnished evidence of the insurance and bonds required by the bid documents.

16. **EQUAL OPPORTUNITY EMPLOYER**

The City of St. Charles is an equal opportunity employer, and all bidders are required to be equal opportunity bidders as defined by all applicable state and federal laws and regulations.

17. **VETERANS PREFERENCE**

The City of St. Charles, per Illinois Compiled Statutes Ch. 330, par. 55/1-55/3, gives preference to veterans for public works contracts, should a tie bid arise between local OR non-local bidders.

18. **CERTIFICATE OF NON-DISQUALIFICATION**

All bidders are required to submit a completed Certificate of Non-Disqualification (attached), as required under Illinois Compiled Statutes, Ch. 720, Sec. 33 E-11.

19. **PROVISIONS OF ST. CHARLES MUNICIPAL CODE**

All bids and contracts shall be in accordance with Title 2, Ch. 2.33 of the City of St. Charles Illinois Municipal code, as from time to time amended, which shall take precedence over and control all aspects of this contract, and which are incorporated herein by reference.

20. **SURVIVAL**

The provisions hereof shall survive and shall not merge with the resulting purchase order or contract awarded to the successful bidder, but shall be additional terms thereof; and the submission of a bid shall be deemed as acceptance of these terms.

21. **CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS**

All bidders are required to submit a completed Certificate of Compliance with Safety Standards (attached).

22. **CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257 OF THE ILLINOIS HUMAN RIGHTS ACT**

All bidders are required to submit a completed Certificate of Compliance with Public Act 87-1257 of the Illinois Human Rights Act (attached).

23. **WAIVERS OF MECHANICS LIEN**

A. With each application for payment, submit waivers of mechanics liens from the bidder, subcontractors, and suppliers for the construction period covered by the current application. Payment will not be released until the bidder has supplied the City with the waiver of liens.

1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. The City reserves the right to designate which entries involved in the work must submit waivers.
4. Waiver Delays: submit each application for payment with the bidder's waiver of mechanics lien for the period of construction covered by the application.

A. Initial application for payment: administrative actions and submittals, that must precede or coincide with submittal of the first application for payment, include the following:

1. List of subcontractors.
2. List of principal suppliers and fabricators.
3. Schedule of values.

REQUIRED     X     NOT REQUIRED

**CERTIFICATE OF COMPLIANCE WITH PREVAILING WAGE RATE ACT**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that all work under this contract shall comply with the Illinois Prevailing Wage Act, 820 ILCS 130/.01, et. seq, (the "Act") and current City ordinance, to the extent required by law. Contractors shall submit monthly certified payroll records to the City.

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that the bidder will file their substance abuse prevention plan.

\_\_\_\_\_  
Name of Contractor

By:\_\_\_\_\_

State of \_\_\_\_\_),

ss.

County of \_\_\_\_\_)

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## 12

State of \_\_\_\_\_),  
County of \_\_\_\_\_) ss.  
Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_

JH:cb  
Bidders Section II



**Illinois Department of Revenue**

Office of Local Government Services  
Sales Tax Exemption Section, 3-520  
101 W. Jefferson Street  
Springfield, IL 62702  
217 782-8881

January 2, 2010

CITY OF ST CHARLES  
DIRECTOR OF FINANCE  
TWO EAST MAIN ST  
ST CHARLES IL 60174

Effective January 1, 2010, we have renewed your governmental exemption from payment of the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax, as required by Illinois law.

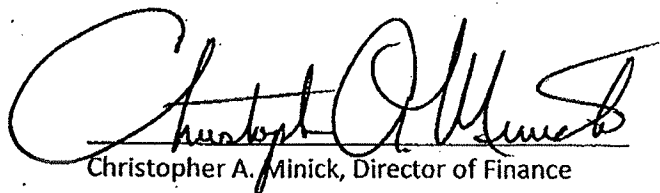
We have issued the following new tax exemption identification number:

E9996-0680-06  
to  
CITY OF ST CHARLES  
of  
ST CHARLES, IL

The terms and conditions governing use of your exemption number remain unchanged.

Office of Local Government Services  
Illinois Department of Revenue

Issued To: \_\_\_\_\_  
Company: \_\_\_\_\_  
Date Issued: \_\_\_\_\_  
Project: \_\_\_\_\_  
Dates Valid: \_\_\_\_\_

  
Christopher A. Minick, Director of Finance

STS-70 (R-2/98)  
IL-492-3524  
10-0001268



## City of St. Charles Certificate of Insurance Requirements

All Contractors, Manufacturers/Distributors, and Suppliers shall be required to carry and evidence insurance coverage with a standard Acord Certificate of Insurance with minimum limits applicable. Sample attached.

### 1. Minimum Insurance Requirements and Limits

	<i>Coverage</i>		<i>Limits</i>
A.	Automobile Liability	\$1,000,000	Combined single limit
B.	Commercial General Liability	\$1,000,000	Per occurrence
		\$2,000,000	General aggregate

All Commercial General Liability policies must include Blanket Contractual coverage and Broad Form Vendors' Liability coverage.

C.	Workers' Compensation	\$500,000	Per accident
	(Employers' Liability)	\$500,000	Disease limit
		\$500,000	Each Disease
D.	Umbrella Liability	\$5,000,000	Limit

### 2. Cancellation or Alteration

The policies of insurance required by this exhibit shall provide that they cannot be cancelled or altered in any way changing coverage except after 30 days' prior written notice by certified mail to owner.

### 3. Workers' Compensation and General Liability Waiver of Subrogation in favor of the City.

### 4. Insurance Certificates

- A. Must be submitted ten (10) days prior to any work being performed to allow review of certificates.
- B. Certificates not meeting requirements must be revised and resubmitted within fifteen (15) days or the subcontractor will not be allowed on the jobsite.

### 5. Additional Insured and Broad Form Vendors' Liability in favor of the City.

The City must be named as an Additional Insured with the following wording appearing on the Certificate of Insurance: "The City of St. Charles and any official, trustee, director, officer, or employee of the City (plus any holder or mortgage as designated by the City) as to any and all projects, as an Additional Insured for the Commercial General Liability as respects any and all projects for any work being performed and this coverage will be primary and noncontributory."

### 6. Minimum Insurance Carrier

All contractors, manufacturers/distributors, and suppliers' insurance carriers must comply with the minimum A.M Best rating of A-VI for all insurance carriers.



# CERTIFICATE OF LIABILITY INSURANCE

STCHAR2

OP ID: MR

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Wine Sergi & Co, LLC  
225 Smith Road  
St. Charles, IL 60174  
Richard W. Ryan

630-513-6600

630-513-6399

CONTACT

NAME:

PHONE

(A/C, No, Ext):

E-MAIL

ADDRESS:

FAX  
(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: **AM Best Rating A-VI or better**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED **Approved Contractor**  
**123 Main Street**  
**Any Town, IL 60174**

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ <b>1,000,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b>
							MED EXP (Any one person) \$ <b>5,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ <b>2,000,000</b>
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
							\$
	<b>AUTOMOBILE LIABILITY</b>						
	<input checked="" type="checkbox"/> ANY AUTO		<input checked="" type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ <b>5,000,000</b>
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ <b>5,000,000</b>
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT \$ <b>500,000</b>
							E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of St. Charles and any official, trustee, director, officer or employee of the City (plus any holder or mortgage as designated by the City) as to any and all projects are additional insured as respects general liability coverage on a primary and non-contributory basis. Waiver of subrogation applies to general liability and workers compensation.

## CERTIFICATE HOLDER

## CANCELLATION

STCHAR1

City of St. Charles  
2 E. Main Street  
St. Charles, IL 60174

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## SECTION 00300

### PROPOSAL

To Mayor of the City of St. Charles, Illinois:

1. Proposal of (*Name and Address of Bidder*) \_\_\_\_\_

\_\_\_\_\_

for the improvement designated below.

Work covered by Contract Documents includes, but is not necessarily limited to the following:

The annual replacement of bolts of individual water system and hydrant auxiliary valves located throughout the City of St. Charles including the excavation, restoration and traffic control and protection necessary for valve access.

2. The work described in Paragraph 1 above shall be provided over a five (5) year period corresponding with the fiscal year start date of May 1<sup>st</sup> ending April 30<sup>th</sup>. The City of St. Charles has budgeted \$60,000.00 for the fiscal year ending April 30, 2015 and \$60,000.00 for each year thereafter. Unit prices for the work described in Paragraph 1 above are as follows:

**City of St. Charles**  
**Annual Water System Valve Bolt Replacement Project**

### BID FORM

Item	Description	Unit	2014/15FY Unit Price*
1	Distribution System Valve Bolt Replacement	Each	
2	Hydrant Auxiliary Valve Bolt Replacement – Type 1	Each	
3	Hydrant Auxiliary Valve Bolt Replacement – Type 2	Each	
4	Hydrant Auxiliary Valve Bolt Replacement – Type 3	Each	

\* Unit Prices shall be escalated annually according to the Construction Cost Index (CCI) provided by the Engineering News Record (ENR). (January 2014 CCI = 9664.45).

***The Owner reserves the right to use any combination of the above quantities to meet budgetary constraints.***



SSRBC      *Standard Specifications for Road and Bridge Construction in Illinois – Illinois Department of Transportation, Current Edition.*  
SSWSMC    *Standard Specifications for Water and Sewer Main Construction in Illinois, Illinois Society of Professional Engineers, etal., Current Edition.*

3. In submitting this Proposal, the undersigned acknowledges receipt of the following addenda:  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.
4. In submitting this Proposal, the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein and that the Proposal is made without collusion with any person, firm or corporation.
5. The undersigned further declares that he has carefully examined the Proposal, Plans, Specifications, Agreement and Contract Bond included in the Specifications and Special Provisions, and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the Contract and the detailed requirements of construction, and understands that in making this proposal, he waives all right to plead any misunderstanding regarding the same.
6. The undersigned further understands and agrees that, if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work, and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the Owner in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
7. The undersigned further agrees to execute a contract for this work and present the same to the Owner within fifteen (15) days after the date of notice of the award of the contract to him.
8. The undersigned further agrees to begin work not later than ten (10) days after the execution and approval of the Contract and Insurance and receipt of "Notice to Proceed" unless otherwise authorized or directed by the Owner and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. **The undersigned agrees to final completion of the fiscal year 2014/2015 scope of work by April 30, 2015 and final completion of the annual scopes of work for each fiscal year thereafter within (Three Hundred Sixty-Five) (365) calendar days of the fiscal year starting date of May 1<sup>st</sup>,** unless additional time shall be granted by the OWNER in accordance with the provisions of the specifications.
9. If this proposal is accepted and the undersigned shall fail to execute a Contract and Contract Bond as required herein, it is hereby agreed that the amount of the bond, check or draft shall become the property of the Owner and shall be considered as payment of damages due to delay and other causes suffered by Owner because of the failure to execute said Contract and Contract Bond; otherwise said bond, check or draft shall be returned to the undersigned.

10. By submission of the Bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with the bid.
  - A. The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
  - B. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and
  - C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
11. Each person signing the bid shall certify that:
  - A. He is the person in the bidder's organization responsible for the decision as to the prices being bid and that he has not participated, and will not participate, in any action contrary to subsection (12) above; or
  - B. He is not the person in the bidder's organization responsible for the decision as to the prices being bid, but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to subsection (12) above, and as their agent shall so certify. He shall also certify that he has not participated, and will not participate, in any action contrary to subsection (12) above.
12. The undersigned herein agrees that at least 51% of the contracted work will be completed by the General Contractor. Subcontractors may be used as long as their portion of the contracted work is the minority share of the project in cost.

(If an Individual) Signature of Bidder: \_\_\_\_\_ (SEAL)

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(If a Co-partnership) Firm Name \_\_\_\_\_ (SEAL)

Signature of Bidder \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Insert Names and addresses  
of all members of the Firm)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(If a Corporation) Corporate Name \_\_\_\_\_ (SEAL)

Signature \_\_\_\_\_

*President*

Attested by: \_\_\_\_\_

*Secretary*

Business Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Insert Names of Officers) President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

**CERTIFICATE OF NON-DISQUALIFICATION**

**UNDER IL. COMPILED STATUTES, CH. 720, SEC. 33E-11**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that

\_\_\_\_\_  
(Contractor)

is not barred from contracting with any unit of State or local government, as a result of a violation of Ch. 720, Sec. 33E-4 of the Illinois Revised Statutes.

\_\_\_\_\_  
*Name of Contractor*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print/Type Name*

\_\_\_\_\_  
*Title*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*Commission Expires*

*Notary Seal*

NOTE TO BIDDER: Anyone who makes a false statement, material to this Certification, commits a Class 3 Felony under Ch. 720, Sec. 33E-11(b) of the Illinois Compiled Statutes.

**CERTIFICATE OF COMPLIANCE OF  
ILLINOIS COMPILED STATUTES CH. 65, SEC. 11-42.1**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that

\_\_\_\_\_  
*(Contractor)*

is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Chapter 65, Section 11-42.1, Illinois Compiled Statutes.

\_\_\_\_\_  
*Name of Contractor*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print/Type Name*

\_\_\_\_\_  
*Title*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*Commission Expires*

*Notary Seal*

**CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that

\_\_\_\_\_  
*(Contractor)*

shall comply with all local, state and federal safety standards.

\_\_\_\_\_  
*Name of Contractor*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print/Type Name*

\_\_\_\_\_  
*Title*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*Commission Expires*

*Notary Seal*

**CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257**  
**OF THE ILLINOIS HUMAN RIGHTS ACT**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that

\_\_\_\_\_  
(Contractor)

complies with the Illinois Human Rights Act as amended by Section 2 – 105, Public Act 87 – 1257 in relation to employment and human rights.

\_\_\_\_\_  
*Name of Contractor*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print/Type Name*

\_\_\_\_\_  
*Title*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*Commission Expires*

*Notary Seal*

**CITY OF ST. CHARLES**  
**FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE**

NOTE: THIS AFFIDAVIT MUST BE EXECUTED AND SUBMITTED WITH THE SIGNED BID FORM. NO BIDS WILL BE ACCEPTED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES UNLESS SAID AFFIDAVIT IS SUBMITTED CONCURRENTLY WITH THE BID.

\_\_\_\_\_

being first duly sworn, deposes and says that he is the \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_  
(Title or Officer)

and that he has authority to make the following affidavit; that he has knowledge of the City of St. Charles' standards relating to Fair Employment Practices and knows and understands the contents thereof;

that he certifies hereby that it is the policy of \_\_\_\_\_  
(Name of Company)

to recruit, hire, train, upgrade, promote and discipline its employees without regard to race, creed, color, religion, age, sex or physical or mental handicap; and that the company has and enforces policies which prohibit sexual harassment in the workplace.

\_\_\_\_\_  
(Signature)

SUBSCRIBED and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Notary Public)



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## SECTION 00500

### AGREEMENT

THIS AGREEMENT is dated as the \_\_\_\_\_ day of \_\_\_\_\_ in the year **2014** by and between the **City of St. Charles, Illinois** (hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### Article 1. WORK

CONTRACTOR shall complete all WORK as specified or indicated in the Contract Documents. WORK is generally described as follows:

The annual replacement of bolts of individual water system and hydrant auxiliary valves located throughout the City of St. Charles including the excavation, restoration and traffic control and protection necessary for valve access.

#### Article 2. ENGINEER

The City St. Charles, Illinois (hereinafter called OWNER) will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the WORK in accordance with the Contract Documents.

#### Article 3. CONTRACT TIME

**All WORK for the fiscal year 2014/2015 shall be at Final Completion and ready for Final Payment in accordance with Paragraph 14.07 of the General Conditions by April 30, 2015. All WORK for each year thereafter shall commence to run on May 1<sup>st</sup> of that year and be at final completion and ready for Final Payment by April 30<sup>th</sup> of the following year. All WORK under this CONTRACT shall be at final completion by April 30, 2018.**

3.1 The contract time may be changed only by a change order. For each change order, CONTRACTOR shall submit to the OWNER for review, sufficient reason for delay to enable the OWNER to ascertain the necessity and reasonableness of the delay, and the allowability and eligibility of delay proposed.

#### Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for performance of the WORK in accordance with the Contract Documents in current funds as follows:

- 4.1 Payment shall be made on the basis of the monthly estimates of partial completion, approved by the OWNER, except as otherwise provided in the detailed specifications for each class of WORK.
- 4.2 The contract price may be changed only by a change order. For each change order, CONTRACTOR shall submit to the OWNER for review, sufficient cost and pricing data to enable the OWNER to ascertain the necessity and reasonableness of costs and amounts proposed, and the allowability and eligibility of costs proposed.
- 4.3 CONTRACT UNIT PRICES shall be escalated annually according to the Construction Cost Index (CCI) provided by the Engineering News Record for that year. CONTRACTOR shall submit to OWNER for review each year's updated unit prices and substantiating data to enable the OWNER to verify correspondence with the CCI prior to starting that year's work.

#### Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be process by OWNER as provided in the General Conditions.

- 5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment, on or about the second Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the WORK estimated by the OWNER.
  - 5.1.1 Prior to Substantial Completion progress payments will be in an amount equal to 90% of the WORK completed, and 90% of materials and equipment not incorporated in the WORK but delivered and suitably stored, less in each case the aggregate of payments previously made.
  - 5.1.2 Upon Substantial Completion and thereafter, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as OWNER shall determine in accordance with Paragraph 14.07 of the General Conditions.
- 5.2 Final Payment. Upon final completion and acceptance of the WORK in accordance with Paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said Paragraph 14.07.

#### Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representation:

- 6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, WORK, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the WORK.
- 6.2 CONTRACTOR has studied carefully all available reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the WORK which were relied upon by OWNER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 6.02 as he deems necessary for the performance of the WORK at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- 6.6 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the OWNER shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 6.7 The award or execution of all subcontracts by a prime CONTRACTOR and the procurement and negotiation procedures used by such prime CONTRACTOR in awarding or executing such subcontracts shall comply with:
- 6.7.1 All provisions of federal, State and local law,
  - 6.7.2 All provisions of Illinois Administrative Code Title 35 Section 365.620 with respect to fraud and other unlawful or corrupt practices;
  - 6.7.3 All provisions of Illinois Administrative Code Title 35 Section 365.620 with respect to access to facilities, records and audit or records; and
  - 6.7.4 The provision requiring a certification of compliance with federal Executive Order 12549 regarding debarment, suspension and other responsibility matters.

6.8 CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

## Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 7.1 This Agreement (Pages 1 to 6, inclusive).
- 7.2 Exhibits to this Agreement
- 7.3 Notice of Award.
- 7.4 Notice to Proceed.
- 7.5 General Conditions.
- 7.6 Supplementary Conditions.
- 7.7 Specifications bearing the title "Annual Water System Valve Bolt Replacement Project".
- 7.8 Addenda No's 1 to 1, inclusive.
- 7.9 CONTRACTOR's Proposal (Pages 1 to 10, inclusive).
- 7.10 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 7.11 Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed pursuant to Section 3.04.

## Article 8. MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.4 All claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of, or relating to this subagreement or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Illinois.

Article 9. OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement shall become effective on \_\_\_\_\_, 20\_\_\_\_.

**OWNER**

City of St. Charles, Illinois

**CONTRACTOR**

by \_\_\_\_\_  
Raymond Rogina, Mayor

by \_\_\_\_\_

*(Corporate Seal)*

*(Corporate Seal)*

Attested

Attested

by \_\_\_\_\_  
Nancy Garrison, City Clerk

by \_\_\_\_\_

*(City Seal)*

*(Notary Seal)*

Address for Giving Notices

Address for Giving Notices

City of St. Charles  
2 East Main Street  
St. Charles, Illinois 60174

END 00500

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**SECTION 00510**

**NOTICE OF AWARD**

Date: \_\_\_\_\_, 20\_\_\_\_

To:

Project:       City of St. Charles – Annual Water System Valve Bolt Replacement Project

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your bid has been accepted for items in the amount of:

Item	Description	Unit	2014/15 FY Unit Price*
1	Distribution System Valve Bolt Replacement	Each	
2	Hydrant Auxiliary Valve Bolt Replacement – Type 1	Each	
3	Hydrant Auxiliary Valve Bolt Replacement – Type 2	Each	
4	Hydrant Auxiliary Valve Bolt Replacement – Type 3	Each	

\* Unit Prices shall be escalated annually according to the Construction Cost Index (CCI) provided by the Engineering News Record (ENR)

You are required by the Information for Bidders to execute the Agreement and furnish the required CERTIFICATES OF INSURANCE within ten (10) calendar days from the date of this Notice of Award.

If you fail to execute said agreement and to furnish said CERTIFICATES OF INSURANCE within ten (10) days from the date of this Notice, OWNER will be entitled to consider all of your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to any other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20.

City of St. Charles, Illinois

\_\_\_\_\_  
Hon. Raymond Rogina, Mayor

Mayor

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_ this  
the \_\_\_\_\_ day of \_\_\_\_\_, 20.

\_\_\_\_\_  
(Name)\_\_\_\_\_  
(Title)\_\_\_\_\_

**SECTION 00520**

**NOTICE TO PROCEED**

Date: January \_\_\_\_, 20\_\_

To:

Project: City of St. Charles – Annual Water System Valve Bolt Replacement Project

Owner: City of St. Charles, Illinois

You are hereby notified that the contract time for the above referenced project commences to run on \_\_\_\_, 20\_\_. On this date you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the date of Final Completion for the fiscal year 2014/2015 shall be **April 30<sup>th</sup>, 2014**. All work for each year thereafter shall commence to run on May 1<sup>st</sup> of that year and be at Final Completion by April 30<sup>th</sup> of the following year. All work under this contract shall be at Final Completion by **April 30<sup>th</sup>, 2018**.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

Dated this \_\_\_\_ day of \_\_\_\_, 20\_\_.

City of St. Charles, Illinois

\_\_\_\_\_  
John Lamb  
Environmental Services Manager

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_ this the \_\_\_\_ day of \_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Name) \_\_\_\_\_  
(Title) \_\_\_\_\_

END 00520

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